

# Exhibit 1

**CIVIL**  
**BENTON COUNTY SUPERIOR COURT**  
**Case Information Cover Sheet (CICS)**

**Case Number** 23-2-02293-03 **Case Title** Jane Doe v. T-Mobile USA, Inc., et al.

**Attorney Name** Emma Aubrey

**Bar Membership Number** 52076

Please check one category that best describes this case for indexing purposes. Accurate case indexing not only saves time in docketing new cases, but helps in forecasting needed judicial resources. Cause of action definitions are listed on the back of this form. Thank you for your cooperation. *Form updated*

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|--|--|
| <input checked="" type="checkbox"/> 7/24/2023 Abstract of Judgment           | <input type="checkbox"/> PIN Personal Injury                             |
| <input type="checkbox"/> ABL Abusive Litigation                              | <input type="checkbox"/> PRA Public Records Act                          |
| <input type="checkbox"/> ALR Administrative Law Review                       | <input type="checkbox"/> PRG Property Damage – Gangs                     |
| <input type="checkbox"/> ALRJT Administrative Law Review-Jury Trial (L&I)    | <input type="checkbox"/> PRP Property Damages                            |
| <input type="checkbox"/> BAT Ballot Title                                    | <input type="checkbox"/> QTI Quiet Title                                 |
| <input type="checkbox"/> CHN Non-Confidential Change of Name                 | <input type="checkbox"/> RDR Relief from Duty to Register                |
| <input type="checkbox"/> CBC Contractor Bond Complaint                       | <input type="checkbox"/> RFR Restoration of Firearm Rights               |
| <input type="checkbox"/> COL Collection                                      | <input type="checkbox"/> SDR School District-Required Action Plan        |
| <input type="checkbox"/> CON Condemnation                                    | <input type="checkbox"/> SER Subdivision Election Process Law Review     |
| <input type="checkbox"/> COM Commercial                                      | <input type="checkbox"/> SPC Seizure of Property-Commission of Crime     |
| <input type="checkbox"/> CPA Consumer Protection Act                         | <input type="checkbox"/> SPR Seizure of Property-Resulting from Crime    |
| <input type="checkbox"/> CPO Civil Protection Orders                         | <input type="checkbox"/> TAX Employment Security Tax Warrant             |
| <input type="checkbox"/> CRP Pet. for Cert. of Restoration of Opportunity    | <input type="checkbox"/> TAX L & I Tax Warrant                           |
| <input type="checkbox"/> DOL Appeal Licensing Revocation                     | <input type="checkbox"/> TAX Licensing Tax Warrant                       |
| <input type="checkbox"/> ECP Enforce Canadian DV Protection Order            | <input type="checkbox"/> TAX Revenue Tax Warrant                         |
| <input type="checkbox"/> EMP Employment                                      | <input type="checkbox"/> TMV Tort – Motor Vehicle                        |
| <input type="checkbox"/> EOM Emancipation of Minor                           | <input type="checkbox"/> TRJ Transcript of Judgment                      |
| <input type="checkbox"/> FJU Foreign Judgment                                | <input checked="" type="checkbox"/> TTO Tort – Other                     |
| <input type="checkbox"/> FOR Foreclosure                                     | <input type="checkbox"/> TXF Tax Foreclosure                             |
| <input type="checkbox"/> FPO Foreign Protection Order                        | <input type="checkbox"/> UND Unlawful Detainer – Commercial              |
| <input type="checkbox"/> INJ Injunction                                      | <input type="checkbox"/> UND Unlawful Detainer – Residential             |
| <input type="checkbox"/> INT Interpleader                                    | <input type="checkbox"/> VEP Voter Election Process Law Review           |
| <input type="checkbox"/> LCA Lower Court Appeal – Civil                      | <input type="checkbox"/> VVT Victims of Motor Vehicle Theft-Civil Action |
| <input type="checkbox"/> LCI Lower Court Appeal – Infractions                | <input type="checkbox"/> WDE Wrongful Death                              |
| <input type="checkbox"/> LUPA Land Use Petition Act                          | <input type="checkbox"/> WHC Writ of Habeas Corpus                       |
| <input type="checkbox"/> MAL Other Malpractice                               | <input type="checkbox"/> WMW Miscellaneous Writs                         |
| <input type="checkbox"/> MED Medical Malpractice                             | <input type="checkbox"/> WRM Writ of Mandamus                            |
| <input type="checkbox"/> MHA Malicious Harassment                            | <input type="checkbox"/> WRR Writ of Restitution                         |
| <input type="checkbox"/> MSC2 Miscellaneous – Civil                          | <input type="checkbox"/> WRV Writ of Review                              |
| <input type="checkbox"/> MST2 Minor Settlement – Civil (No Guardianship)     | <input type="checkbox"/> XRP Extreme Risk Protection Order               |
| <input type="checkbox"/> PCC Petition for Civil Commitment (Sexual Predator) | <input type="checkbox"/> XRU Extreme Risk Protection Order Under 18      |
| <input type="checkbox"/> PFA Property Fairness Act                           |  |

**IF YOU CANNOT DETERMINE THE APPROPRIATE CATEGORY, PLEASE DESCRIBE THE CAUSE OF ACTION BELOW**

**Please Note:** Public information in court files and pleadings may be posted on a public Web site.

t received by the WA Benton County Superior Court.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF BENTON

JANE DOE,

Plaintiff,

v.

T-MOBILE USA, INC. and WIRELESS  
VISION, LLC,

Defendants.

Case No.: 23-2-02293-03

SUMMONS ON COMPLAINT

A lawsuit has been started against you in the above-entitled court by Jane Doe, Plaintiff. Plaintiff's claims are stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against a lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the undersigned attorney for the plaintiff within 20 days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where the plaintiff is entitled to what he or she asks for because you have not responded. If you serve a notice of appearance on the undersigned attorney, you are entitled to notice before a default judgment may be entered.

1

COMPLAINT FOR DAMAGES AND  
DEMAND FOR JURY TRIAL

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10612 SE 240<sup>TH</sup> ST, STE 5876  
KENT, WA 98031  
TEL: (855) 305-0909

t received by the WA Benton County Superior Court:

1 You may demand that the plaintiff file the lawsuit with the court. If you do so, the demand  
 2 must be in writing and must be served upon the plaintiff. Within 14 days after the service of the  
 3 demand, the Plaintiff must file this lawsuit with the court, or the service on you of this summons  
 4 and complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
 6 that your written response, if any, may be served on time.

7 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State  
 8 of Washington.

9 DATED: November 17, 2023

10 By: 

11 Emma Aubrey, WSBA #52076  
 12 Edward Redmond, WSBA, #58256  
 13 **REDMOND LAW FIRM PLLC**  
 14 10612 SE 240th St, STE 5876  
 15 Kent, WA 98031  
 16 Telephone: (855) 305-0909  
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18 By:/s/Carrie Goldberg

19 Carrie Goldberg (*pro hac vice* anticipated)  
 20 Laura Hecht-Felella (*pro hac vice* anticipated)  
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27 *Attorneys for Plaintiff*

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF BENTON

JANE DOE,

Plaintiff,

v.

T-MOBILE USA, INC. and WIRELESS  
VISION, LLC,

Defendants.

Case No.: 23-2-02293-03

**COMPLAINT**

**(DEMAND FOR JURY TRIAL)**

JANE DOE ("Plaintiff")<sup>1</sup>, represented by and through her counsel Redmond Law Firm PLLC and C.A. Goldberg, PLLC, alleges the following against Defendants T-MOBILE USA, INC. and WIRELESS VISION, LLC ("Defendants"):

**INTRODUCTION**

1. T-Mobile, the third largest wireless carrier in the United States, has approximately 20,100 storefront locations where it offers cellular devices and phone plans for sale.

<sup>1</sup> Plaintiff proceeds under a pseudonym pursuant to Wash. Rev. Code Ann. § 7.110.040.

2. Everybody knows that cellular devices contain consumers' most private communications, images, videos, searches, and more.

3. T-Mobile and the third parties it entrusts with the operations of its T-Mobile stores fail to use adequate administrative, technical, or physical safeguards to protect consumers privacy and data. They fail to effectively train employees about consumers' privacy or engage in background checks of its employees to ensure that consumers' privacy will be protected – and not exploited – when they go to a T-Mobile store. They have no functional procedures in place to ensure that only the primary account holder or authorized users have access to the data on a consumer's device.

4. T-Mobile has long known and turned a blind eye to its retail store employees routinely abusing their authority to illicitly obtain sensitive customer data under the guise of assisting customers with repairs and data transfers. For almost a decade, T-Mobile customers across the United States have regularly reported, evidenced by news stories and lawsuits, instances of retail store employees stealing their intimate videos, explicit photos, and bank accounts. Nevertheless, T-Mobile has failed to implement any common-sense security hardware or software to protect consumers from their data and privacy being exploited during ordinary transactions at the T-Mobile store.

5. T-Mobile has accepted the theft of customer data as a regular part of its business model. Despite repeatedly asserting its commitment to protecting customer information in misleading advertising, T-Mobile has taken zero effectual preventive action to protect customer privacy against its own employees.

6. On Saturday, October 22, 2022, the T-Mobile store in Columbia Center Mall in Kennewick, WA was offering consumers an incentive to upgrade to a more expensive device. Consumers who purchased a new phone could get a credit on the purchase if they deposited their old device at the store. An employee named, De'aundre Marcel Louis Gomez ("Gomez"), was

1 trusted to interface with employees and access their personal data in the scope of his job. Upon  
 2 information and belief, Mr. Gomez was not subject to a criminal background check when he was  
 3 hired, and he was not trained on issues of consumer privacy.

4  
 5 7. On October 22, 2022, Plaintiff Jane Doe, 26, went to the T-Mobile store at the  
 6 Kennewick Center Mall to upgrade her iPhone. In the scope of his job, Mr. Gomez offered to  
 7 migrate Jane's data from her old phone to her new one.

8  
 9 8. Unbeknownst to Jane, while her device was in the custody of T-Mobile, Mr. Gomez  
 10 secretly stole intimate images and videos of Jane off her phone and distributed them. Gomez had  
 11 accessed her old phone without authorization, hacked into a social media account, and using Jane's  
 12 Snapchat account, distributed nude images and a sex video of Jane on Snapchat.

13 9. When Jane returned to the T-Mobile store later that night with her mom, the employees  
 14 and managers engaged in a cover-up, falsely claiming there had been no trade-ins that day.

15 10. Through additional advocacy by Jane, her mom, local police, and mall security, Jane's old  
 16 device was found in the back room of the T-Mobile store and obviously tampered with.

17 11. Rather than helping Jane out in the face of the sexual privacy crime, the T-Mobile manager  
 18 said if Jane wanted access back to the old device that had been weaponized against her, Jane would  
 19 need to pay them the amount that they had discounted her for the trade-in. Jane's mother on Jane's  
 20 behalf surrendered and paid the amount.

21 12. As a result of Defendants' employee's conduct, for which Defendants are vicariously  
 22 liable, Jane suffered substantial harms. Jane brings this action to redress her pain and suffering.

### 23 PARTIES

24  
 25 13. Plaintiff Jane Doe is an individual residing in Richland, Washington. Pursuant to Wash.  
 26 Rev. Code Ann. § 7.110.040, she proceeds herein under a pseudonym in place of her true name.

14. Defendant T-Mobile USA, Inc. is a Delaware corporation with its principal place of business at 12920 SE 38th Street, Bellevue, Washington, 98006, in King County.

15. Defendant Wireless Vision, LLC is a limited liability company registered with the Washington State Department of Revenue. It is organized under the laws of the State of Michigan, with its principal office at 40700 Woodward Avenue, Suite 250, Bloomfield Hills, Michigan, 48304.

### **JURISDICTION AND VENUE**

16. This Court has jurisdiction over this action because Defendants' conduct giving rise to the claims described herein occurred in the State of Washington, County of Benton.

17. Venue is proper in this Court because Defendants' conduct giving rise to the claims described herein occurred in the State of Washington, County of Benton.

### **FACTUAL ALLEGATIONS**

#### ***T-Mobile's dominance in the wireless industry***

18. T-Mobile is the third largest wireless carrier in the United States.

19. Founded in 1994 under a different name, it is one of the oldest and most ubiquitous wireless network operators with reportedly 116.7 million subscribers as of June 2023.

20. T-Mobile has approximately 20,100 storefront locations where it offers cellular devices and phone plans for sale.

21. The storefront locations are a combination of 1) shops directly owned by T-Mobile, 2) shops operated by third parties that have exclusive retail contracts with T-Mobile and that use its branding, t-mobile.com website, and 3) shops that are operated by third parties with non-exclusive contracts with T-Mobile.

22. T-Mobile's largest, exclusive third-party retailer in the United States is Wireless Vision, which operates over 500 T-Mobile locations across 25 states.



23. The T-Mobile stores operated by Wireless Vision are entirely branded with T-Mobile – using T-Mobile logos and appearing on the T-Mobile website. At the stores, there is zero trace that a third party might be running them.

24. One T-Mobile store operated by Wireless Vision is located inside Columbia Center Mall in Kennewick, Washington.

***T-Mobile induces customers to relinquish their old Phone to upcharge for a new one***

25. At all relevant times, Columbia Center Mall T-Mobile store was offering an incentive to consumers encouraging them to trade in their devices. If consumers upgraded their phone to a newer model, they could get a credit on the price of the newer model if they relinquished their old one at the store. The T-Mobile store offered consumers in-store, turn-key service to migrate their data – pictures, apps, contacts, etc. – from their old device to their new device.

26. The T-Mobile migration process requires that consumers provide instruction to the staff member to unlock their phones so the data to be migrated is accessible to them. T-Mobile is aware that this process creates privacy vulnerabilities.

***T-Mobile has long known some customers' sexual privacy will be criminally exploited during device upgrade process***

27. T-Mobile has long known and turned a blind eye to its retail store employees routinely abusing their access to customers' most intimate information stored on their devices.

28. T-Mobile customers across the country – including in New York, New Jersey, South Carolina, Florida, and Colorado – have sued T-Mobile upon discovering that its retail employees stole their data and exploited their privacy during device upgrades. News outlets have reported similar instances across the country as well.<sup>2</sup>

<sup>2</sup> See, e.g., Graham Cawthon, *Lawsuit Claims Beaufort Cell Phone Store Employee Stole Nude Photos from Customers' Devices*, WJCL (Oct. 24, 2023), <https://www.wjcl.com/article/beaufort-alfonso-estrella>

29. Despite its knowledge of regular violations of customer privacy by its retail employees, T-Mobile has neglected to improve its policies or procedures to hire and supervise responsible employees or to impose checks and balances via technology and store surveillance to deter or recognize unlawful incidents.

30. Instead, T-Mobile misleadingly represents to its consumers that it has safeguards in place to protect their data. For example, T-Mobile's Privacy Notice states:

We use administrative, technical, contractual, and physical safeguards designed to protect your data. For example, when you contact us by phone or visit us in our stores, we have procedures in place to make sure that only the primary account holder or authorized users have access.

31. T-Mobile has accepted privacy violations and the theft of customer data as a regular part of its business model – sacrificing consumer privacy in service of profits, resulting in over 15 billion in service revenue for the company this year.

***T Mobile criminally exploits Jane Doe's sexual privacy during device upgrade process.***

32. Between approximately 1:00pm and 2:00pm on or about Saturday, October 22, 2022, Plaintiff Jane Doe visited the T-Mobile store inside Columbia Center Mall to trade in her iPhone XS Max for a credit towards a new, upgraded iPhone 14 Pro Max.

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t-mobile-lawsuit/45627007; Gabrielle Fonrouge, *The Rise of The Modern-Day 'Peeping Tom': How Creeps are Stealing Nude Images Off Phones*, NEW YORK POST (May 19, 2022), <https://nypost.com/2022/05/19/the-modern-day-peeping-tom-how-creeps-steal-nudes-off-phones/>; Kathryn Varn, *Woman Suing T-Mobile Store Employee Who Stole Sex Video from Phone*, TAMPA BAY TIMES (Mar. 2, 2018), [https://www.tampabay.com/news/courts/civil/Woman-suing-T-Mobile-store-employee-who-stole-sex-video-from-phone\\_165923660/](https://www.tampabay.com/news/courts/civil/Woman-suing-T-Mobile-store-employee-who-stole-sex-video-from-phone_165923660/); Cyrus Farivar, *Woman Sues T-Mobile After Employees Allegedly Snoop on Racy Private Video*, ARS TECHNICA (Jan. 17, 2019), <https://arstechnica.com/tech-policy/2019/01/woman-sues-t-mobile-after-employees-allegedly-snoop-on-racy-private-video/>; Tribune Media Wire, *Woman Says T-Mobile Store Employee Stole Her Nude Photos*, FOX6 (Nov. 3, 2017), <https://www.fox6now.com/news/woman-says-t-mobile-store-employee-stole-her-nude-photos/>; Margaret Grigsby, *Va. T-Mobile Employee Arrested after Forwarding Customer's Nude Photo to Self*, 10 NEWS (July 24, 2015), <https://www.wsls.com/news/2015/07/24/va-t-mobile-employee-arrested-after-forwarding-customers-nude-photo-to-self/>.

1 33. At the T-Mobile store, Jane was assisted in transferring her data from her iPhone XS Max  
2 to the new iPhone 14 Pro Max by Defendants' employee, De'aundre Marcel Louis Gomez, Sales  
3 Representative #791.

4 34. Defendants' employee, Mr. Gomez, required Jane to enter her password several times.  
5 When the data transfer was complete, Defendants' employee, Mr. Gomez, affixed a sticker to  
6 Jane's old iPhone XS Max, covering the majority of the screen. Mr. Gomez put the iPhone XS  
7 Max in a bubble wrap envelope and seemed to place the envelope under the store counter.  
8

9 35. Upon information and belief, the purpose of affixing the sticker to the iPhone's screen was  
10 to provide an apparent assurance that the device would not be tampered with before it was  
11 reconditioned by Defendant T-Mobile.

12 36. Jane reasonably believed at this time that her old iPhone XS Max would be wiped of all  
13 data and returned to factory settings.  
14

15 37. Jane exited the T-Mobile store with her new iPhone 14 Pro Max, leaving her old iPhone  
16 XS Max at the store as a trade-in for an applied credit towards her purchase.

17 38. On or about 6:30pm the same day, Jane checked her social media accounts on her new  
18 iPhone 14 Pro Max.

19 39. To her shock, she discovered that an unauthorized person had accessed her Snapchat  
20 account and disseminated explicit photos of Jane in lingerie, nude photos of Jane, and a video of  
21 Jane and her partner having sexual intercourse.

22 40. This media, which had been sent to a Snapchat account "duders143," had originally been  
23 stored on the camera roll of the iPhone XS Max that Jane traded in at T-Mobile.  
24

25 41. Anxious and concerned, Jane hastily returned to the T-Mobile store with her mother  
26 to speak to the store manager.  
27  
28

1 42. During this time, while Jane was seeking assistance at the T-Mobile store, the unauthorized  
2 person continued to log into her social media accounts on the iPhone XS Max.

3 43. In addition, through the iPhone XS Max, the unauthorized person had access to Jane's  
4 banking information, a copy of her social security card on a tax application used by a former  
5 employer, and credit card information.  
6

7 44. The Defendants' employees at the T-Mobile store obstructed Jane's attempts to speak to a  
8 store manager until Kennewick Police Department (Kennewick PD) and mall security intervened.  
9 Defendants' store manager, Mr. Francisco Villa, accompanied Kennewick PD and mall security  
10 to the back room and questioned Mr. Gomez regarding the whereabouts of Jane's iPhone XS Max.  
11 Mr. Gomez claimed the phone was in the front area of the store. Another of Defendants'  
12 employees, Luis Mendez, falsely claimed that there had been no trade-ins that day.  
13

14 45. Ultimately, Defendants' store manager Mr. Villa, Kennewick PD, and mall security went  
15 back to the store's storage room, this time accompanied by Defendants' employee Mr. Gomez.  
16 Mr. Gomez pointed directly to Jane's phone in the storage bin, suggesting that the phone had been  
17 in his possession and he knew all along where the phone was located.

18 46. Defendants' store manager, Mr. Villa, returned the iPhone XS Max to Jane. The sticker on  
19 the phone had been removed.

20 47. Mr. Villa reversed the trade-in transaction, requiring Jane's mother to pay for the iPhone  
21 XS Max.  
22

23 48. During this time, Jane's mother was speaking with Defendant T-Mobile's corporate  
24 customer service, providing updates on the ongoing situation, and informing the corporate  
25 representative of the private and personal nature of the media that had been accessed and  
26 disseminated.  
27  
28

1 49. The following day, on or about October 23<sup>rd</sup>, 2022, the Kennewick PD conducted further  
2 investigations.

3 50. Kennewick PD executed a warrant on Snapchat. They determined that the “duders143”  
4 account belonged to Defendants’ employee De’aundre Marcel Louis Gomez and that location data  
5 showed that the images had been downloaded at Columbia Center Mall.  
6

7 51. Moreover, on Snapchat, Mr. Gomez had discussed the police investigation with another of  
8 Defendants’ employees, Mr. Mendez.

9 52. Defendants’ employee, Mr. Gomez, was charged with first degree computer trespass, a  
10 felony, and disclosing intimate images. Upon information and belief, this is not Mr. Gomez’s first  
11 encounter with law enforcement and he pled guilty as charged on October 19, 2023, for these  
12 offenses.  
13

14 53. Upon information and belief, Mr. Gomez was previously charged with the hit and run of  
15 an attended vehicle, maintaining a public nuisance, assault, and possession of a controlled  
16 substance. The latter resulted in a conviction of a Class C Felony.

17 54. Jane later discovered that the T-Mobile store located at the Columbia Center Mall was one  
18 of several hundred T-Mobile stores operated by Defendant, Vision Wireless LLC.

19 55. There are several indications that Defendant Vision Wireless LLC operated the store poorly  
20 – including the fact the cameras in the back room did not work and Kennewick PD noting that the  
21 manager’s office smelled strongly of cannabis on October 23, 2022.  
22

23 56. Previously, Jane was wholly unaware that the T-Mobile store, which featured prominent  
24 signage displaying T-Mobile’s marks and marketing materials, was operated by Defendant Vision  
25 Wireless, LLC. She had chosen the store in order to effectuate a transaction with Defendant  
26 Mobile USA, Inc.  
27  
28

**FIRST CAUSE OF ACTION****Negligence*****Against all Defendants***

57. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1-56 as though fully set forth herein.

58. Defendants have a duty of care to its customers, including Plaintiff, to safeguard the privacy of their personal data; to safeguard customer devices when they are in the possession of Defendants; and to protect customers lawfully on Defendants' store premises from the propensity of its employees to steal sensitive data;

59. Defendants breached the above-stated duties;

60. Defendants breach of the above-stated duty resulted in injury and damage to Plaintiff and

61. Defendant's negligence was the proximate cause of Plaintiff's injuries.

**SECOND CAUSE OF ACTION****Intrusion Upon Solitude or Seclusion*****Against all Defendants***

62. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1-61 as though fully set forth herein.

63. Defendants deliberately intruded, physically or otherwise, into Plaintiff's solitude, seclusion, or private affairs or concerns when Defendants' employee intentionally removed the sticker affixed to Plaintiff's iPhone's screen to signify that the contents of the device would remain private, entered in the password he had obtained under false pretenses, and searched through accounts he lacked authorization to access to find and transmit explicit and intimate images of Plaintiff;

64. In a manner that would be highly offensive to a reasonable person;

65. Defendants' employee Gomez was acting within the scope of his employment. Defendants are vicariously liable for Gomez's conduct.

**THIRD CAUSE OF ACTION****Outrage*****Against all Defendants***

66. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1-65 as though fully set forth herein.

67. Defendants engaged in extreme and outrageous conduct when Defendants' employee intentionally removed the sticker affixed to Plaintiff's iPhone's screen to signify that the contents of the device would remain private, entered in the password he had obtained under false pretenses, and searched through accounts he lacked authorization to access to find and transmit explicit and intimate images of Plaintiff;

68. This conduct intentionally or recklessly caused Plaintiff to suffer emotional distress so severe that no reasonable person could be expected to endure it; and

69. Defendants' employee Mr. Gomez was acting within the scope of his employment. Defendants are vicariously liable for Mr. Gomez's conduct.

**FOURTH CAUSE OF ACTION****Negligent Misrepresentation*****Against all Defendants***

70. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1-69 as though fully set forth herein.

71. Defendants represented to their customers, including Plaintiff, that they would safeguard the privacy of their personal data, safeguard customer devices when they are in the possession of Defendants, and protect customers lawfully on Defendants' store premises from the propensity of its employees to steal sensitive data;

72. This representation was false;

73. Defendants knew or should have known that this representation was supplied to guide the Plaintiff in her business transactions;

74. Defendants were negligent in communicating this false information;



1 75. Plaintiff relied on the false information;

2 76. Plaintiff's reliance was reasonable, and

3 77. The false information proximately caused Plaintiff to suffer serious emotional and  
4 psychological injuries.

5  
6 **FIFTH CAUSE OF ACTION**  
**Negligent Hiring and Retention**  
***Against all Defendants***

7 78. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1-77 as  
8 though fully set forth herein.

9  
10 79. Defendants owed a duty of care to its customers including Plaintiff in hiring employees  
11 who are entrusted with sensitive and private customer information;

12 80. Defendants did not exercise reasonable care in hiring Mr. Gomez;

13 81. Defendants knew or, in the exercise of ordinary care, should have known that the Mr.  
14 Gomez had dangerous tendencies or was unfit when he was hired and/or retained; and

15 82. Defendants' actions proximately caused Plaintiff's injuries.

16  
17 **SIXTH CAUSE OF ACTION**  
**Uniform Civil Remedies for Unauthorized Disclosure of Intimate Images Act**  
***Against all Defendants***

18 **Wash. Rev. Code Ann. § 7.110.020**

19 83. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1-82 as  
20 though fully set forth herein.

21 84. Defendants intentionally disclosed intimate images and videos depicting Plaintiff;

22 85. Plaintiff is identifiable and suffered harm from the intentional disclosures;

23 86. Defendants knew or acted with reckless disregard for whether Plaintiff consented to the  
24 disclosure, the intimate image was private, and Plaintiff was identifiable; and

25 87. Defendants' employee Mr. Gomez was acting within the scope of his employment.  
26 Defendants are vicariously liable for Mr. Gomez's conduct.  
27  
28



**SEVENTH CAUSE OF ACTION****Sexual Harassment****Wash. Rev. Code Ann. § 49.60.215*****Against all Defendants***

88. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1-87 as though fully set forth herein.

89. Defendants' employee, Gomez, committed an act of sexual harassment towards a customer, Plaintiff, in a place of public accommodation; and

90. Defendants are strictly liable for Gomez's conduct under the accommodations provision of Washington Law Against Discrimination (WLAD).

**EIGHTH CAUSE OF ACTION****Consumer Protection Act*****Against all Defendants***

91. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1-90 as though fully set forth herein.

92. It is a crime to hack and to distribute private and nude images of another person.

93. It was foreseeable to all defendants that consumers including Plaintiff were at risk of the exact sexual privacy violations that befell her.

94. Defendants' conduct violates state and federal law.

95. Defendants engaged in unfair and deceptive conduct under the Consumer Protection Act including by making representations that it maintained privacy and data safeguards, by deceptively holding out stores as T-Mobile that were operated by third parties, by employing irresponsible individuals to access consumer's private data.

96. Defendant's conduct is unlawfully deceptive.

97. Such conduct was directed at adults, children, and vulnerable adults alike.

98. Such conduct was in trade or commerce in Washington.

1 99. Defendants charged money for the products and services it provided to Plaintiff and other  
2 consumers.

3 100. Defendants' unfair or deceptive acts are injurious to the public interest in  
4 Washington because they violate consumers' most intimate privacy.

5 101. Defendants' unfair or deceptive acts injured Jane and has the capacity to injure  
6 other persons and continues to have the capacity to injure other persons.

7  
8 **NINTH CAUSE OF ACTION**  
9 **Civil Action Relating to Disclosure of Intimate Images**  
10 **15 U.S. Code § 6851**  
11 ***Against all Defendants***

12 102. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1-  
13 101 as though fully set forth herein.

14 103. Defendants' employee, Mr. Gomez, disclosed intimate visual depictions of Jane,  
15 including identifiable depictions of her nude and engaging in sexually explicit conduct, in or  
16 affecting interstate or foreign commerce or using any means or facility of interstate or foreign  
17 commerce;

18 104. These disclosures occurred without Jane's consent;

19 105. Defendants' employee, Mr. Gomez, knew, or recklessly disregarded, that Jane had  
20 not consented to such disclosure;

21 106. Giving rise to liability for liquidated damages, in addition to other relief; and

22 107. Defendants' employee Mr. Gomez was acting within the scope of his employment  
23 Defendants are vicariously liable for the conduct of their employee Mr. Gomez.

24 //

25 //

26 //

**TENTH CAUSE OF ACTION**  
**Computer Fraud & Abuse Act**  
**18 U.S.C. § 1030**  
***Against all Defendants***

108. Jane re-alleges and incorporates by reference the allegations in paragraphs 1-107 as though fully set forth herein.

109. Defendants intentionally accessed Jane's iPhone XS Max, a computer, without authorization or by exceeding the authorization he did have;

110. Defendants intentionally accessed Jane's Snapchat account without authorization;

111. By means of such conduct, Defendants obtained information from a protected computer;

112. As a result, Jane suffered loss aggregating at least \$5,000 during a one-year period; and

113. Defendants' employee Gomez was acting within the scope of his employment. Defendants are vicariously liable for Gomez's conduct.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests the following relief:

- A. Damages, including general and special damages, in an amount to be determined at trial;
- B. Punitive damages;
- C. Actual damages, treble damages, declaratory and injunctive relief, attorney fees, and other equitable relief under the Consumer Protection Act; and
- D. Such other and further relief that the Court deems just and proper.

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1 DATED: November 17, 2023

2 By: \_\_\_\_\_

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4 Edward Redmond, WSBA #58256

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19 *Attorneys for Plaintiff*

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial of all triable issues.

DATED: November 17, 2023

By: 

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